

# EXHIBIT A

JEFF FINE

Clerk of the Superior Court

By Jessica Folts, Deputy

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CASE# CV2019-004510

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## IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

## IN AND FOR THE COUNTY OF MARICOPA

EMERGENCY GROUP OF ARIZONA  
PROFESSIONAL CORP, an Arizona  
professional corporation; EMERGENCY  
PHYSICIANS SOUTHWEST, P.C., an  
Arizona professional corporation;  
QUANTUM HEALTHCARE MEDICAL  
ASSOCIATES OF ARIZONA, P.C., an  
Arizona professional corporation; CHASE  
DENNIS EMERGENCY MEDICAL  
GROUP, INC., a California corporation,

Plaintiffs,

vs.

UNITED HEALTHCARE, INC., a  
Delaware corporation;  
UNITEDHEALTHCARE OF ARIZONA,  
INC., an Arizona corporation; UNITED  
HEALTH CARE SERVICES INC., a  
Minnesota corporation; UMR, INC., a  
Delaware corporation; UNITED  
HEALTHCARE SOLUTIONS, LLC, an  
Arizona limited liability company;  
UNITEDHEALTHCARE INTEGRATED  
SERVICES, INC., an Arizona  
corporation; UNITEDHEALTHCARE  
SPECIALTY BENEFITS, LLC, a Maine  
limited liability company; JOHN DOES 1-  
10; ROE ENTITIES 11-20,

Defendants.

No.

CV2019-004510

## COMPLAINT

Commercial Court Requested

Jury Trial Demanded

1. This action arises out of a dispute concerning the rate at which United HealthCare reimburses Providers for the emergency medicine services they have already provided, and continue to provide, to patients covered under the health plans underwritten, operated, and/or administered by United HealthCare (the “Health Plans”) (Health Plan beneficiaries for whom Providers performed covered services that were not reimbursed correctly shall be referred to as “Patients”).<sup>1</sup>

2. Plaintiff Emergency Group of Arizona Professional Corp (“Emergency Group AZ”) is a professional emergency medicine services group practice that staffs the emergency departments at Abrazo Arizona Heart Hospital, Abrazo Arrowhead Campus, Abrazo Buckeye Emergency Center, Abrazo Peoria Emergency Center, Abrazo Scottsdale Campus, Abrazo West Campus, and Arizona Central Campus throughout Maricopa County, Arizona.

1 Providers do not assert any causes of action with respect to any Patient whose health insurance was issued under Medicare Part C (Medicare Advantage) or is provided under the Federal Employee Health Benefits Act (FEHBA). Thus, there is no basis to remove this lawsuit to federal court under federal question jurisdiction. Providers also do not assert any claims relating to United HealthCare's managed Medicaid business or with respect to the right to payment under any ERISA plan.

1           3.     Plaintiff Emergency Physicians Southwest, P.C. ("Emergency Physicians  
2 SW") is a professional emergency medicine services group practice that staffs the  
3 emergency departments at Banner Baywood Medical Center, Banner Mesa Medical  
4 Center, Banner Casa Grande Medical Center, Banner Page Medical Center, Banner Payson  
5 Regional Medical Center, and Banner Page Medical Center throughout Maricopa, Pinal,  
6 Coconino and Gila Counties, Arizona.

7           4.     Plaintiff Quantum Healthcare Medical Associates of Arizona, P.C.  
8 ("Quantum") is a professional emergency medicine services group practice that staffs the  
9 emergency department at Banner Baywood Medical Center in Maricopa County, Arizona.

10          5.     Plaintiff Chase Dennis Emergency Medical Group, Inc. ("Chase Dennis") is  
11 a professional emergency medicine services group practice that staffs the emergency  
12 departments at Carondelet Holy Cross Hospital and Abrazo Maryvale Campus in Maricopa  
13 and Santa Cruz Counties, Arizona.

14          6.     Defendant United HealthCare, Inc. ("UHC") is a Delaware corporation with  
15 its principal place of business in Minnesota. UHC is responsible for administering and/or  
16 paying for certain emergency medical services at issue in the litigation. United HealthCare  
17 Insurance Company is a licensed Arizona health insurance company.

18          7.     Defendant UnitedHealthcare of Arizona, Inc. ("UHC Arizona") is an  
19 Arizona corporation and affiliate of UHC. UHC Arizona is responsible for administering  
20 and/or paying for certain emergency medical services at issue in the litigation. United  
21 HealthCare Insurance Company is a licensed Arizona health care services organization.

22          8.     Defendant United HealthCare Services, Inc. ("UHC Services") is a  
23 Minnesota corporation with its principal place of business in Minnesota and affiliate of  
24 UHC. UHC Services is responsible for administering and/or paying for certain emergency  
25 medical services at issue in the litigation. United HealthCare Services, Inc. is a licensed  
26 Arizona life and health insurance company.

27          9.     Defendant UMR, Inc. ("UMR") is a Delaware corporation with its principal  
28 place of business in Minnesota and affiliate of UHC. UMR is responsible for

1 administering and/or paying for certain emergency medical services at issue in the  
2 litigation. UMR is a licensed Arizona life and health administrator.

3 10. Defendant United Healthcare Solutions, LLC ("UHC Solutions") is an  
4 Arizona limited liability company and affiliate of UHC. UHC Solutions is responsible for  
5 administering and/or paying for certain emergency medical services at issue in the  
6 litigation. UHC Specialty Benefits is a licensed Arizona health care services organization.

7 11. Defendant UnitedHealthcare Integrated Services, Inc. ("UHC Integrated  
8 Services") is an Arizona corporation and affiliate of UHC. UHC Integrated Services is  
9 responsible for administering and/or paying for certain emergency medical services at  
10 issue in the litigation. UHC Integrated Services is a licensed Arizona health insurance  
11 company.

12 12. Defendant UnitedHealthcare Specialty Benefits, LLC ("UHC Specialty  
13 Benefits") is a Maine limited liability company and affiliate of UHC. UHC Specialty  
14 Benefits is responsible for administering and/or paying for certain emergency medical  
15 services at issue in the litigation. UHC Specialty Benefits is a licensed Arizona life and  
16 health administrator.

17 13. There may be other persons or entities, whether individuals, corporations,  
18 associations, or otherwise, who are or may be legally responsible for the acts, omissions,  
19 circumstances, happenings, and/or the damages or other relief requested by this Complaint.  
20 The true names and capacities of John Does 1-10 and Roe Entities 11-20 are unknown to  
21 Providers, who sues those defendants by such fictitious names. Providers will seek leave  
22 of this Court to amend this Complaint to insert the proper names of the defendant Does  
23 and Roe Entities when such names and capacities become known to them.

#### 24 JURISDICTION AND VENUE

25 14. The amount in controversy exceeds the sum of \$300,000, exclusive of  
26 interest, attorneys' fees and costs, and the action will have voluminous documentary  
27 evidence and a large number of fact witnesses.

28 15. This court has subject matter jurisdiction over the matters alleged herein.

1           16. This court has personal jurisdiction over the defendants, a majority of the  
2 transactions upon which the action is based occurred in Maricopa County, and venue is  
3 proper in Maricopa County, Arizona.

4                   **FACTS COMMON TO ALL CAUSES OF ACTION**

5                   ***The Providers Deliver Necessary Emergency Care***

6           17. This is an action for damages stemming from United HealthCare's failure to  
7 properly reimburse Providers for emergency services provided to members of the Health  
8 Plans.

9           18. Providers are professional practice groups of emergency medicine  
10 physicians and healthcare providers that provides emergency medicine services 24 hours  
11 per day, 7 days per week to patients presenting to the emergency departments at hospitals  
12 and other facilities in Arizona staffed by the Providers. Providers provides emergency  
13 department services at 16 hospitals located in Maricopa, Pinal, Coconino, Gila, and Santa  
14 Cruz Counties, Arizona.

15           19. Providers and the hospitals whose emergency departments they staffs are  
16 obligated by both federal and Arizona law to examine any individual visiting the  
17 emergency department and to provide stabilizing treatment to any such individual with an  
18 emergency medical condition, regardless of the individual's insurance coverage or ability  
19 to pay. See Emergency Medical Treatment and Active Labor Act (EMTALA), 42 U.S.C.  
20 § 1395dd; A.R.S. § 20-2803. Providers fulfill this obligation for the hospitals which they  
21 staff. In this role, Providers' physicians provide emergency medicine services to all  
22 patients, regardless of insurance coverage or ability to pay, including to patients with  
23 insurance coverage issued, administered and/or underwritten by United HealthCare.

24           20. Upon information and belief, United HealthCare operates as health care  
25 services organizations under A.R.S. § 20-1051 *et seq.* and administrators under A.R.S. §  
26 20-485 *et seq.* United HealthCare provides, either directly or through arrangements with  
27 providers such as hospitals and Providers, healthcare benefits to its members.



1           21. There is no written agreement between United HealthCare and Providers for  
2 the healthcare claims at issue in this litigation; Providers are therefore designated as “non-  
3 participating” or “out-of-network” for all of the claims at issue in this litigation.  
4 Notwithstanding the lack of a written agreement, an implied-in-fact agreement exists  
5 between the parties.

6           22. Providers regularly provide emergency services to United HealthCare’s  
7 health plan members.

8           23. Relevant to this action, Providers have provided emergency medicine  
9 services to United HealthCare’s members on an out-of-network basis as follows:

10           a. Emergency Group AZ: Since February 1, 2013 at the emergency  
11 departments at Abrazo Arizona Heart Hospital, Abrazo Arrowhead Campus, Abrazo  
12 Buckeye Emergency Center, Abrazo Peoria Emergency Center, Abrazo Scottsdale  
13 Campus, Abrazo West Campus, and Arizona Central Campus;

14           b. Emergency Physicians SW: from April 1, 2019 through the present  
15 and ongoing at the emergency departments at Banner Baywood Medical Center, Banner  
16 Mesa Medical Center, Banner Casa Grande Medical Center, Banner Page Medical Center,  
17 Banner Payson Regional Medical Center, and Banner Page Medical Center throughout  
18 Maricopa, Pinal, Coconino and Gila Counties, Arizona;

19           c. Quantum: Since January 17, 2011 at the emergency department at  
20 Banner Baywood Medical Center; and

21           d. Chase Dennis: Between February 1, 1997 and December 31, 2016, at  
22 the emergency department at Carondelet Holy Cross Hospital; and between August 1, 2006  
23 and December 17, 2017 through the present and ongoing at the emergency department at  
24 Abrazo Maryvale Campus.

25           24. Relevant to this action, United HealthCare arbitrarily began drastically  
26 reducing the rates at which they paid Providers for emergency services for some claims,  
27 but not others. United HealthCare paid some of the claims for emergency services  
28

1 rendered by Providers at far below the usual and customary rates, yet paid other  
2 substantially identical claims submitted by Providers at higher rates.

3 25. Upon information and belief, among other things, United HealthCare  
4 generally pays lower reimbursement rates for services provided to members of their fully  
5 insured plans and authorize payment at higher reimbursement rates for services provided  
6 to members of self-insured plans or those plans under which they provide administrator  
7 services only.

8 ***United HealthCare Has Underpaid the Providers for Emergency Services***

9 26. Despite not participating in United HealthCare's "provider network" for the  
10 times identified herein, Providers have continued to provide emergency medicine  
11 treatment, as required by law, to patients covered by United HealthCare's plans who seek  
12 care at the emergency departments where they provide coverage.

13 27. In emergency situations, patients are likely to go to the nearest hospital for  
14 care, particularly if they are transported by ambulance. Patients facing an emergency  
15 situation are unlikely to have the opportunity to determine which hospitals and physicians  
16 are in-network under their health plan. United HealthCare is obligated to reimburse  
17 Providers at the usual and customary rate for emergency services Providers provided to its  
18 Patients, or alternatively for the reasonable value of the services provided.

19 28. United HealthCare's members have received a wide variety of emergency  
20 services (in some instances, life-saving services) from Providers' physicians: treatment of  
21 conditions ranging from cardiac arrest, to broken limbs, to burns, to diabetic ketoacidosis  
22 and shock, to gastric and/or obstetrical distress.

23 29. From July 2017 to the present, Providers provided treatment for emergency  
24 services to thousands of Patients who were members in United HealthCare's Health Plans.  
25 The total underpayment amount for these related claims is in excess of \$300,000.00 and  
26 continues to grow. United HealthCare has likewise failed to attempt in good faith to  
27 effectuate a prompt, fair, and equitable settlement of these claims.



1           30. While the Providers were out-of-network, United HealthCare paid some  
2 claims at an appropriate rate and others at a significantly reduced rate which is  
3 demonstrative of an arbitrary and selective program and motive or intent to unjustifiably  
4 reduce the overall amount United Healthcare pays to Providers. Upon information and  
5 belief, United Healthcare has implemented this program to coerce, influence and leverage  
6 business discussions regarding the potential for Providers to become participating  
7 providers.

8           31. For each of the healthcare claims at issue in this litigation, United  
9 HealthCare determined the claim was payable; however, it paid the claim at an artificially  
10 reduced rate. Thus, the claims at issue involve no questions of whether the claim is  
11 payable; rather, they involve only a determination of whether United HealthCare paid the  
12 claim at the required usual and customary rate, which it did not. Thus, there is no basis to  
13 remove this action to federal court on the basis of complete preemption under ERISA.

14           32. United HealthCare has failed to attempt in good faith to effectuate a prompt,  
15 fair, and equitable settlement of the subject claims.

16           33. Providers bring this action to compel United HealthCare to pay it the usual  
17 and customary rate or alternatively for the reasonable value of the professional emergency  
18 medical services for the for the emergency services that it provided and will continue to  
19 provide Members.

20           34. Providers have adequately contested the unsatisfactory rate of payment  
21 received from United HealthCare in connection with the claims that are the subject of this  
22 action.

23           35. All conditions precedent to the institution and maintenance of this action  
24 have been performed, waived, or otherwise satisfied.

25                           **FIRST CLAIM FOR RELIEF**

26                           **(Breach of Implied-in-Fact Contract)**

27           36. Providers incorporate herein by reference the allegations set forth in the  
28 preceding paragraphs as if fully set forth herein.

1           37. At all material times, Providers were obligated under federal and Arizona  
2 law to provide emergency medicine services to all patients presenting at the emergency  
3 departments they staff, including United HealthCare Patients.

4           38. At all material times, United HealthCare knew that Providers were non-  
5 participating emergency medicine groups that provided emergency medicine services to  
6 Patients.

7           39. Providers have undertaken to provide emergency medicine services to  
8 United HealthCare's Patients, and United HealthCare has undertaken to pay for such  
9 services provided to United HealthCare's Patients.

10          40. At all material times, United HealthCare was aware that Providers were  
11 entitled to and expected to be paid at rates in accordance with the standards established  
12 under Arizona law.

13          41. At all material times, United HealthCare has received Providers' bills for the  
14 emergency medicine services Providers provided and continue to provide to United  
15 HealthCare's Patients, and United HealthCare has consistently adjudicated and paid, and  
16 continues to adjudicate and pay, Providers directly for the non-participating claims, albeit  
17 at amounts less than usual and customary.

18          42. Through the parties' conduct and respective undertaking of obligations  
19 concerning emergency medicine services provided by Providers to United HealthCare's  
20 Patients, the parties implicitly agreed, and Providers had a reasonable expectation and  
21 understanding, that United HealthCare would reimburse Providers for non-participating  
22 claims at rates in accordance with the standards acceptable under Arizona law and in  
23 accordance with rates United HealthCare pays for other substantially identical claims also  
24 submitted by Providers.

25          43. Under Arizona common law, including the doctrine of quantum meruit,  
26 United HealthCare, by undertaking responsibility for payment to Providers for the services  
27 rendered to United HealthCare Patients, impliedly agreed to reimburse Providers at rates,  
28

1 at a minimum, equivalent to the reasonable value of the professional emergency medical  
2 services provided by Providers.

3 44. United HealthCare, by undertaking responsibility for payment to Providers  
4 for the services rendered to United HealthCare's Patients, impliedly agreed to reimburse  
5 Providers at rates, at a minimum, equivalent to the usual and customary rate or  
6 alternatively for the reasonable value of the professional emergency medical services  
7 provided by Providers.

8 45. In breach of its implied contract with Providers, United HealthCare has and  
9 continue to systemically adjudicate the non-participating claims at rates substantially  
10 below both the usual and customary fees in the geographic area and the reasonable value  
11 of the professional emergency medical services provided by Providers to the United  
12 HealthCare's Patients.

13 46. Providers have performed all obligations under its implied contract with  
14 United HealthCare concerning emergency medical services to be performed for Patients.

15 47. At all material times, all conditions precedent have occurred that were  
16 necessary for United HealthCare to perform its obligations under their implied contract to  
17 pay Providers for the non-participating claims, at a minimum, based upon the "usual and  
18 customary fees in that locality" or the reasonable value of Providers' professional  
19 emergency medicine services.

20 48. Providers did not agree that the lower reimbursement rates paid by United  
21 HealthCare were reasonable or sufficient to compensate Providers for the emergency  
22 medical services provided to Patients.

23 49. Providers have suffered damages in an amount equal to the difference  
24 between the amounts paid by United HealthCare and the usual and customary fees  
25 professional emergency medicine services in the same locality, that remain unpaid by  
26 United HealthCare through the date of trial, plus Providers' loss of use of that money; or  
27 in an amount equal to the difference between the amounts paid by United HealthCare and  
28

1 the reasonable value of its professional emergency medicine services, that remain unpaid  
2 by United HealthCare through the date of trial, plus Providers' loss of use of that money.

3 50. As a result of United HealthCare's breach of the implied contract to pay  
4 Providers for the non-participating claims at the rates required by Arizona law, Providers  
5 have suffered injury and is entitled to monetary damages from United HealthCare to  
6 compensate it for that injury in an amount in excess of \$300,000.00, exclusive of interest,  
7 costs and attorneys' fees, the exact amount of which will be proven at the time of trial.

## 8 **SECOND CLAIM FOR RELIEF**

### 9 **(Breach of the Implied Covenant of Good Faith and Fair Dealing)**

10 51. Providers incorporate herein by reference the allegations set forth in the  
11 preceding paragraphs as if fully set forth herein.

12 52. Providers and United HealthCare had a valid implied-in-fact contract as  
13 alleged herein.

14 53. A special element of reliance or trust between Providers and United  
15 HealthCare, such that, United HealthCare was in a superior or entrusted position of  
16 knowledge.

17 54. That Providers did all or substantially all of their obligations pursuant to the  
18 implied-in-fact contract.

19 55. By paying substantially low rates that did not reasonably compensate  
20 Providers the usual and customary rate or alternatively for the reasonable value of the  
21 services provide, United HealthCare performed in a manner that was unfaithful to the  
22 purpose of the implied-in-fact contract, or deliberately contravened the intention and spirit  
23 of the contract.

24 56. That United HealthCare's conduct was a substantial factor in causing  
25 damage to Providers.

26 57. As a result of United HealthCare's breach of the implied covenant of good  
27 faith and fair dealing, Providers have suffered injury and are entitled to monetary damages  
28 from United HealthCare to compensate them for that injury in an amount in excess of

1 \$300,000.00, exclusive of interest, costs and attorneys' fees, the exact amount of which  
2 will be proven at the time of trial.

3 58. The acts and omissions of United HealthCare as alleged herein were attended  
4 by circumstances of malice, oppression and/or fraud, thereby justifying an award of  
5 punitive or exemplary damages in an amount to be proven at trial.

### 6 **THIRD CLAIM FOR RELIEF**

#### 7 **(Alternative Claim for Unjust Enrichment)**

8 59. Providers incorporate herein by reference the allegations set forth in the  
9 preceding paragraphs as if fully set forth herein.

10 60. Providers rendered valuable emergency services to the Patients.

11 61. United HealthCare received the benefit of having their healthcare obligations  
12 to their plan members discharged and their members received the benefit of the emergency  
13 care provided to them by Providers.

14 62. As insurers or plan administrators, United HealthCare was reasonably  
15 notified that emergency medicine service providers such as Providers would expect to be  
16 paid by United HealthCare for the emergency services provided to Patients.

17 63. United HealthCare accepted and retained the benefit of the services provided  
18 by Providers at the request of the members of its Health Plans, knowing that Providers  
19 expected to be paid a usual and customary fee based on locality, or alternatively for the  
20 reasonable value of services provided, for the medically necessary, covered emergency  
21 medicine services it performed for United HealthCare's Patients.

22 64. United HealthCare has received a benefit from Providers' provision of  
23 services to its Patients and the resulting discharge of their healthcare obligations owed to  
24 their Patients.

25 65. Under the circumstances set forth above, it is unjust and inequitable for  
26 United HealthCare to retain the benefit it received without paying the value of that benefit;  
27 i.e., by paying Providers at usual and customary rates, or alternatively for the reasonable  
28 value of services provided, for the claims that are the subject of this action and for all

1 emergency medicine services that Providers will continue to provide to United  
2 HealthCare's members.

3 66. Providers seek compensatory damages in an amount which will continue to  
4 accrue through the date of trial as a result of United Healthcare's continuing unjust  
5 enrichment.

6 67. As a result of United HealthCare's actions, Providers have been damaged in  
7 an amount, exclusive of interest, costs and attorneys' fees, which will be proven at the time  
8 of trial.

9 68. Providers sue for the damages caused by United HealthCare's conduct and  
10 are entitled to recover the difference between the amount United HealthCare paid for  
11 emergency care Providers rendered to its members and the reasonable value of the service  
12 that Providers rendered to United HealthCare by discharging their obligations to its plan  
13 members.

#### 14 **FOURTH CLAIM FOR RELIEF**

##### 15 **(Violation of A.R.S. § 20-442)**

16 69. Providers incorporate herein by reference the allegations set forth in the  
17 preceding paragraphs as if fully set forth herein.

18 70. Arizona law provides that "[n]o person shall engage in this state in any trade  
19 practice which is prohibited by this article, or defined in this article as, or determined  
20 pursuant to this article to be, an unfair method of competition or an unfair or deceptive act  
21 or practice in the business of insurance." A.R.S. § 20-442.

22 71. The acts and omissions detailed herein are violative of A.R.S. § 20-442.

23 72. By way of example only, Arizona law prohibits an insurer from engaging in  
24 unfair settlement practices. A.R.S. § 20-461. Prohibited unfair claim settlement practices  
25 include: (1) "Not attempting in good faith to effectuate prompt, fair and equitable  
26 settlements of claims in which liability has become reasonably clear." A.R.S. § 20-  
27 461(A)(6); and (2) "Failing to promptly provide a reasonable explanation of the basis in  
28



1 the insurance policy relative to the facts or applicable law for denial of a claim or for the  
2 offer of a compromise settlement.” A.R.S. § 20-461(A)(14).

3 73. As detailed above, United HealthCare has failed to comply with A.R.S. §  
4 20-461 by failing to pay Providers’ medical professionals the usual and customary rate for  
5 emergency care provided to United HealthCare’s members. By failing to pay Providers’  
6 medical professionals the usual and customary rate United HealthCare has violated  
7 Arizona law and committed an unfair settlement practice.

8 74. Providers are therefore entitled to recover the difference between the amount  
9 United Healthcare paid for emergency care Providers rendered to their members and the  
10 usual and customary rate, plus court costs and attorneys’ fees.

11 75. Providers are entitled to damages in an amount, exclusive of interest, costs  
12 and attorneys’ fees, that will be proven at the time of trial.

13 76. United HealthCare has acted in bad faith regarding its obligation to pay the  
14 usual and customary fee; therefore, Providers are entitled to recover punitive damages  
15 against United HealthCare.

#### 16 **FIFTH CLAIM FOR RELIEF**

##### 17 **(Violation of AZ Consumer Fraud Statute)**

18 77. Providers incorporate herein by reference the allegations set forth in the  
19 preceding paragraphs as if fully set forth herein.

20 78. The Arizona Consumer Fraud Statute prohibits United HealthCare from  
21 engaging in “any deception, deceptive or unfair act or practice, fraud, false pretense, false  
22 promise, misrepresentation, or concealment, suppression or omission of any material fact  
23 with intent that others rely on such concealment, suppression or omission, in connection  
24 with the sale or advertisement of any merchandise whether or not any person has in fact  
25 been misled, deceived or damaged thereby, is declared to be an unlawful practice.” A.R.S.  
26 § 44-1522.

27 79. The Arizona Consumer Fraud Statute provides for a private right of action.  
28

80. United HealthCare has violated the AZ Consumer Fraud Statute through its acts, practices, and omissions described above, including but not limited to (a) wrongfully refusing to pay Providers for the medically necessary, covered emergency services Providers provided to Members in order to gain unfair leverage against Providers now that they are out-of-network and in contract negotiations to potentially become a participating provider under a new contract in an effort to force the Providers to accept lower amounts than it is entitled for its services; and (b) engaging in systematic efforts to delay adjudication and payment of Providers' claims for their services provided to United HealthCare's members in violation of United HealthCare's legal obligations

81. As a result of United HealthCare's violations of the Consumer Fraud Statute, the Providers are entitled to damages in an amount to be determined at trial.

82. Due to the willful and knowing engagement in consumer fraud practices, the Providers are entitled to recover damages, including statutory civil penalties permitted under § 44-1522 or otherwise, and all profits derived from the knowing and willful violation.

### SIXTH CLAIM FOR RELIEF

**(Declaratory Judgment)**

83. Providers incorporate herein by reference the allegations set forth in the preceding paragraphs as if fully set forth herein.

84. This is a claim for declaratory judgment and actual damages pursuant to A.R.S. 12-1831 *et seq.*

85. As explained above, pursuant to federal and Arizona law, United HealthCare is required to cover and pay Providers for the medically necessary, covered emergency medicine services Providers have provided and continues to provide to United HealthCare members.

86. Under Arizona law, United HealthCare is required to pay Providers the usual and customary rate for that emergency care. Instead of reimbursing Providers at the usual and customary rate or for the reasonable value of the professional medical services, United

HealthCare has reimbursed Providers at reduced rates with no relation to the usual and customary rate.

87. As alleged herein, Providers became out-of-network with the United HealthCare. Since then, United HealthCare has demonstrated its refusal to timely settle insurance claims submitted by Providers and has failed to pay the usual and customary rate based on this locality in violation of United HealthCare's obligations under the Arizona Insurance Code, the parties' implied-in-fact contract and pursuant to Arizona law of unjust enrichment and quantum merit.

88. An actual, justiciable controversy therefore exists between the parties regarding the rate of payment for Providers' emergency care that is the usual and customary rate that United HealthCare is obligated to pay.

89. Pursuant to A.R.S. 12-1831 *et seq.*, Providers therefore request a declaration establishing the usual and customary rates that Providers are entitled to receive for all claims at up to and through trial, as well as a declaration that United HealthCare is required to pay to Providers at a usual and customary rate for claims submitted thereafter.

#### **PRAYER FOR RELIEF**

WHEREFORE, Providers pray for judgment as follows:

- A. For judgment in their favor on their complaint;
- B. For awards of actual, consequential, general, and special damages in an amount which will be proven at trial;
- C. For an award of punitive damages, the exact amount of which will be proven at trial;
- D. A Declaratory Judgment that United HealthCare's failure to pay Providers a usual and customary fee or rate for this locality or alternatively, for the reasonable value of their services violates Arizona law, breaches the parties' implied-in-fact contract, is a tortious breach of the implied covenant of good faith and fair dealing, and violates Arizona common law;

1 E. An Order permanently enjoining United HealthCare from paying rates that  
2 do not represent usual and customary fees or rates for this locality or alternatively, that do  
3 not compensate Providers for the reasonable value of their services; and enjoining United  
4 HealthCare from engaging in acts or omissions that are violative of Arizona law;

5 F. Their costs and reasonable attorneys' fees pursuant to A.R.S. §§ 12-341 and  
6 12-341.01;


7 G. Pre-judgment and post-judgment interest at the highest rates permitted by  
8 law; and

9 H. Such other and further relief as the Court may deem just and proper.

10 **JURY DEMAND**

11 Providers hereby demand trial by jury on all issues so triable.

12 DATED this 10th day of June 2019.

13  
14 By:   
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kgallagher@mcdonaldcarano.com  
aperach@mcdonaldcarano.com  
(pro hac vice to be submitted)

24 *Attorneys for Plaintiffs*

# EXHIBIT B

DOUGLAS F. BEHM - 014727  
14362 N Frank Lloyd Wright Blvd, #1000  
Scottsdale, AZ 85260  
Telephone: (480) 477-6700  
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PAT LUNDVALL (NSBN 3761)  
KRISTEN T. GALLAGHER (NSBN 9561)  
AMANDA M. PERACH (NSBN 12399)  
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Las Vegas, Nevada 89102  
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plundvall@mcdonaldcarano.com  
kgallagher@mcdonaldcarano.com  
aperach@mcdonaldcarano.com  
(pro hac vice to be submitted)  
*Attorneys for Plaintiffs*

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF MARICOPA**

EMERGENCY GROUP OF ARIZONA  
PROFESSIONAL CORP, an Arizona  
professional corporation; EMERGENCY  
PHYSICIANS SOUTHWEST, P.C., an  
Arizona professional corporation;  
QUANTUM HEALTHCARE MEDICAL  
ASSOCIATES OF ARIZONA, P.C., an  
Arizona professional corporation; CHASE  
DENNIS EMERGENCY MEDICAL  
GROUP, INC., a California corporation,

**Plaintiffs,**

**vs.**

UNITED HEALTHCARE, INC., a  
Delaware corporation;  
UNITEDHEALTHCARE OF ARIZONA,  
INC., an Arizona corporation; UNITED  
HEALTH CARE SERVICES INC., a  
Minnesota corporation; UMR, INC., a  
Delaware corporation; UNITED  
HEALTHCARE SOLUTIONS, LLC, an  
Arizona limited liability company;  
UNITEDHEALTHCARE INTEGRATED  
SERVICES, INC., an Arizona  
corporation; UNITEDHEALTHCARE  
SPECIALTY BENEFITS, LLC, a Maine  
limited liability company; JOHN DOES 1-  
10; ROE ENTITIES 11-20,

**Defendants.**

No. **CV2019-004510**

**SUMMONS**

**If you would like legal advice from a lawyer,  
Contact the Lawyer Referral Service at  
602-257-4434**

**or**

**[www.maricopalawyers.org](http://www.maricopalawyers.org)**

**Sponsored by the  
Maricopa County Bar Association**

*J*  
*6-11-19*  
*11:45 am*



**FROM THE STATE OF ARIZONA TO:**

**UNITEDHEALTHCARE OF ARIZONA, INC.**

**c/o CT Corporation System  
3800 N. Central Ave., Suite 460  
Phoenix, Arizona 85012**

**1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers are served on you with this "Summons".**

**2. If you do not want a judgment by default or order taken against you without your input, you must file an "Answer" or a "Response" in writing with the court, and pay the filing fee. If you do not file an "Answer" or "Response" the other party may be given the relief requested in his/her/its Petition or Complaint. To file your "Answer" or "Response" take, or send, the "Answer" or "Response" to the:**

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**• Office of the Clerk of Superior Court, 14264 West Tierra Buena Lane, Surprise, Arizona, 85374.**

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13 ten (10) judicial days in advance of your scheduled court date.

14 SIGNED AND SEALED this date

15 MICHAEL JEANES, CLERK OF COURT

16 By: \_\_\_\_\_ **COPY**  
17 Deputy Clerk



19 JUN 10 2019

20 CLERK OF THE SUPERIOR COURT  
21 J. FOLTS  
22 DEPUTY CLERK

for  
6.11.19  
11:45 AM

DOUGLAS F. BEHM - 014727  
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SPECIALTY BENEFITS, LLC, a Maine  
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10; ROE ENTITIES 11-20,

**Defendants.**

No. CV2019-004510

**SUMMONS**

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[www.maricopalawyers.org](http://www.maricopalawyers.org)  
Sponsored by the  
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**FROM THE STATE OF ARIZONA TO:**

**UNITED HEALTH CARE SERVICES INC.**

**c/o CT Corporation System  
3800 N. Central Ave., Suite 460  
Phoenix, Arizona 85012**

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15 **ten (10) judicial days in advance of your scheduled court date.**

16 **SIGNED AND SEALED this date**

17 **MICHAEL JEANES, CLERK OF COURT**

18 **By:**

19 **Deputy Clerk**



20 **COPY**

21 **JUN 10 2019**

22 **CLERK OF THE SUPERIOR COURT**  
23 **J. FOLTS**  
24 **DEPUTY CLERK**

Jr

6-11-19  
11:45 am

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Attorneys for Plaintiffs

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

**IN AND FOR THE COUNTY OF MARICOPA**

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SPECIALTY BENEFITS, LLC, a Maine  
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10; ROE ENTITIES 11-20,

Defendants.

No. CV2019-004510

**SUMMONS**

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**FROM THE STATE OF ARIZONA TO:**

**UMR, INC.**  
**c/o CT Corporation System**  
**3800 N. Central Ave., Suite 460**  
**Phoenix, Arizona 85012**

1. **A lawsuit has been filed against you. A copy of the lawsuit and other court papers are served on you with this "Summons".**
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14 SIGNED AND SEALED this date

15 MICHAEL JEANES, CLERK OF COURT

16 By: \_\_\_\_\_

17 Deputy Clerk



18 **COPY**

19 JUN 10 2019

20 CLERK OF THE SUPERIOR COURT  
21 J. FOLTS  
22 DEPUTY CLERK

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(pro hac vice to be submitted)  
Attorneys for Plaintiffs

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF MARICOPA

EMERGENCY GROUP OF ARIZONA  
PROFESSIONAL CORP, an Arizona  
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PHYSICIANS SOUTHWEST, P.C., an  
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Plaintiffs,

vs.

UNITED HEALTHCARE, INC., a  
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SPECIALTY BENEFITS, LLC, a Maine  
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10; ROE ENTITIES 11-20,

Defendants.

No.

CV2019-004510

SUMMONS

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or

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Sponsored by the  
Maricopa County Bar Association

**FROM THE STATE OF ARIZONA TO:**

**UNITEDHEALTHCARE INTEGRATED SERVICES, INC.**

**c/o CT Corporation System**

**3800 N. Central Ave., Suite 460**

**Phoenix, Arizona 85012**

**1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers are served on you with this "Summons".**

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16 SIGNED AND SEALED this date

17 MICHAEL JEANES, CLERK OF COURT

18 By: \_\_\_\_\_  
19 Deputy Clerk

20 **COPY**



JUN 10 2019

CLERK OF THE SUPERIOR COURT  
J. FOLTS  
DEPUTY CLERK

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*Attorneys for Plaintiffs*

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**IN AND FOR THE COUNTY OF MARICOPA**

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No.

CV2019-004510

**SUMMONS**

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Sponsored by the  
Maricopa County Bar Association

Jan  
6.11.19  
11:45 am



**FROM THE STATE OF ARIZONA TO:**

**UNITEDHEALTHCARE SPECIALTY BENEFITS, LLC**  
**c/o CT Corporation System**  
**3800 N. Central Ave., Suite 460**  
**Phoenix, Arizona 85012**

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17 By: \_\_\_\_\_

18 Deputy Clerk

19 **COPY**

20 JUN 10 2019



CLERK OF THE SUPERIOR COURT  
J. POLTS  
DEPUTY CLERK

# EXHIBIT C

DOUGLAS F. BEHM - 014727  
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UNITEDHEALTHCARE INTEGRATED  
SERVICES, INC., an Arizona  
corporation; UNITEDHEALTHCARE  
SPECIALTY BENEFITS, LLC, a Maine  
limited liability company; JOHN DOES 1-  
10; ROE ENTITIES 11-20,

**Defendants.**

**COPY**



**JUN 10 2019**

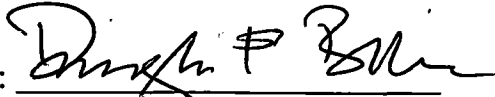
**CLERK OF THE SUPERIOR COURT  
J. FOLTZ  
DEPUTY CLERK**

No. **CV2019-004510**

**CERTIFICATE ON COMPULSORY  
ARBITRATION**

1 The undersigned certifies that he knows the dollar limits and any other limitations  
2 set forth by the local rules of practice for the applicable superior court, and further certifies  
3 that this case is not subject to compulsory arbitration, as provided by Rules 72 through 77  
4 of the Arizona Rules of Civil Procedure.

5 DATED this 10th day of June 2019.

6 By: 

7 Douglas F. Behm  
8 14362 N Frank Lloyd Wright Blvd, #1000  
9 Scottsdale, AZ 85260  
Telephone: (480) 477-6700  
dbehm@behmlaw.com

10 Pat Lundvall (NSBN 3761)  
11 Kristen T. Gallagher (NSBN 9561)  
12 Amanda M. Perach (NSBN 12399)  
13 McDONALD CARANO LLP  
2300 West Sahara Avenue, Suite 1200  
14 Las Vegas, Nevada 89102  
Telephone: (702) 873-4100  
plundvall@mcdonaldcarano.com  
kgallagher@mcdonaldcarano.com  
15 aperach@mcdonaldcarano.com

16 *Attorneys for Plaintiffs*  
17  
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27  
28

# EXHIBIT D



CLERK OF THE  
SUPERIOR COURT  
RECEIVED CCC #4  
NIGHT DEPOSITORY

19 JUN 17 AM 10:35

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF MARICOPA**

FILED  
BY C. O'NEILL, DEP

Emergency Group of Arizona Professional Corp., an Arizona professional corporation; Emergency Physicians Southwest, P.C., an Arizona professional corporation; Quantum Healthcare Medical Associates of Arizona, P.C., an Arizona professional corporation; Chase Dennis Emergency Medical Group, Inc., a California corporation

v.

United Healthcare, Inc., a Delaware corporation; Unitedhealthcare of Arizona, Inc., a Arizona corporation; United Health Care Services Inc., a Minnesota corporation; UMR, Inc., a Delaware corporation; United Healthcare solutions, LLC, an Arizona limited liability company; Unitedhealthcare Integrated Services, Inc., an Arizona corporation; Unitedhealthcare Specialty benefits, LLC, a Maine limited liability company; John Does 1-10; Roe Entities 11-20

**CASE NO.**  
CV2019-004510

**AFFIDAVIT OF  
SERVICE OF  
PROCESS**

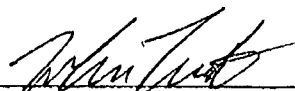
I, THE Affiant, certify under penalty of perjury that I am fully qualified to serve process in this case, having been so appointed by the Court that I have received and served the following documents in the manner set forth below.

On June 10<sup>th</sup> 2019 I received from Douglas F. Behm a Summons; Complaint; Certificate on Compulsory Arbitration to be served upon Unitedhealthcare of Arizona, Inc. c/o CT Corporation System at 3800 N. Central Ave. #460, Phoenix, AZ 85012.

On June 11<sup>th</sup> 2019 at 11:45 am, I personally hand-delivered said documents to Scott Whaley (Clerk) a person authorized to accept service on behalf of Unitedhealthcare of Arizona Inc. at CT Corporation System at 3800 N. Central Ave. #460, Phoenix, AZ 85012.

I certify under penalty of perjury that the foregoing is true and correct.

Dated this 15<sup>th</sup> day of June, 2019

  
Affiant: John Root – Central Courier  
Certified: Maricopa County

CLERK OF THE  
SUPERIOR COURT  
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NIGHT DEPOSITORY

19 JUN 17 AM 10:36

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
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FILED  
BY C. O'NEILL, DEP

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Affiant: John Root – Central Courier  
Certified: Maricopa County

CLERK OF THE  
SUPERIOR COURT  
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NIGHT DEPOSITORY

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**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
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FILED  
BY C. O'NEILL, DEP

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I certify under penalty of perjury that the foregoing is true and correct.

Dated this 15<sup>th</sup> day of June, 2019

  
Affiant: John Root – Central Courier  
Certified: Maricopa County

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**CASE NO.**  
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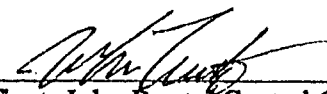
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Certified: Maricopa County

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**CASE NO.**  
CV2019-004510

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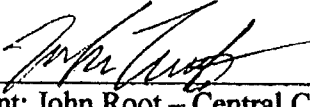
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Certified: Maricopa County